

RADIUS CONNECT

TERMS AND CONDITIONS FOR FIXED LINE AND HOSTED SERVICES

1. Definitions and Interpretation

1.1 In these Terms and the Order Form:

Affiliates means with respect to any Party, any other entity controlling, controlled by or under common control with such Party. The terms "control", "controlling" and "controlled", as used in this definition shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a member of the board of directors or similar governing body of such entity;

Agreement means each agreement between the Customer and the Supplier for the provision of Equipment and/or Services, comprising these Terms and an applicable Order Form;

Artificial Inflation of Traffic shall have the meaning given to it in the BT standard interconnect agreement as amended from time to time and for the avoidance of doubt includes any situation where calls (other than calls to geographic number ranges commencing with the digits 01 or 02): (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of calls which would be expected from a good faith usage or an acceptable and reasonable commercial practice relating to the operation of telecommunications systems;

Business Day means any day which is not a Saturday, a Sunday or a public holiday in England;

Charges means the charges for the Equipment and/or Services as set out in the applicable Order Form;

CLI means the calling line identity;

Commencement Date means in relation to an Agreement the earlier of (i) the date of signature of the Order Form by the Customer (which, for the avoidance of doubt, shall include electronic or digital signature) and (ii) the date the Supplier starts to provide the Equipment and/or Services to the Customer;

Confidential Information means information of commercial, proprietary or other value disclosed by one Party to the other Party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed;

Customer means the entity or person identified as such in the Order Form;

Equipment means any tangible equipment to be supplied by or on behalf of the Supplier to the Customer as set out in an Order Form;

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the Supplier (including but not limited to power failures, network failures, failures of third party networks, industrial disputes, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, pandemics and wars);

GDPR has the meaning given to it in clause 11;

Intellectual Property means any patent, registered or unregistered

design right, trade mark or other proprietary rights, any copyrights and database rights, all other similar or equivalent intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

Legislation means any applicable legislation, rules, regulations, directives, orders and guidelines including without limitation any directives or other requirements issued by Ofcom from time to time;

Minimum Term means the time period identified as such in each Order Form(s), or if there is no such time period identified in an Order Form(s), the period of 36 months;

Monthly Recurring Charges means the monthly recurring charges as detailed in each Order Form(s);

Network means the telecommunications network supporting or used to provide the Services;

Network Software means a machine executable computer program, software module or software package or any part thereof (in object code only), supplied by any of the Supplier's operators in respect of the Equipment and/or Services (as the case may be) pursuant to the Network Software Licence;

Network Software Licence means the terms and conditions that prescribe how the Customer shall use the Network Software, the rights of the Network Software owner or licensor, and the rights of the Network Software user, in relation to such Network Software, which may be provided as a 'click-through' or 'shrink-wrap' licence;

Network Supplier means the fixed line network operator from whom the Supplier has procured the fixed line network access and/or Equipment;

Order Form means the form that specifies the information required for the Customer to order the Equipment and/or Services;

Party means the Customer or the Supplier as the case may be;
RPI means the Retail Prices Index (all items) published by the Office for National Statistics (or any successor or replacement index);

Services means any of the telecommunication services to be provided by or on behalf of the Supplier to the Customer as set out in an Order Form;

Service Commencement Date means the date that the Supplier commences the provision of Services under an Agreement;

Site means the place at which the Supplier agrees to provide the Equipment and/or Services;

Statistical Data has the meaning given in clause 8.7;

Supplier means Radius Connect Limited, a limited company incorporated in England and Wales (registration number 12553628) having its registered office at Euro Card Centre, Herald Park, Herald Drive, Crewe CW1 6EG;

Termination Fee has the meaning given in clause 10.6; and

Terms means these terms and conditions.

1.2 The ejusdem generis rule is not intended to be used in the interpretation of an Agreement; it follows that a general concept or category utilised in an Agreement will not be limited by any specific examples or instances utilised in relation to such a concept or category.

- 1.3 The singular shall include the plural and vice versa and words denoting persons shall include bodies corporate and unincorporated associations of persons. Supplier shall have no liability for any failure to meet the dates in an Agreement and time of performance of the Supplier's obligations shall not be of the essence.
- 1.4 In the event of any conflict between the provisions in any of the documents comprising an Agreement, they shall be interpreted according to the following descending order of precedence:
- 1.4.1 any agreed amendment (with the most recent taking precedence);
- 1.4.2 the Order Form;
- 1.4.3 the Terms.
- 2. Basis of Agreement**
- 2.1 An Agreement contains the only terms and conditions upon which the Supplier will provide Equipment and/or Services to the Customer to the exclusion of all other terms and conditions.
- 2.2 Each order for Equipment and/or Services given by the Customer to the Supplier will be deemed to be an offer by the Customer to purchase Equipment and/or Services from the Supplier subject to these Terms. The Supplier shall send an Order Form to the Customer confirming the Agreement.
- 2.3 Each Order Form and these Terms when taken together shall constitute a separate and independent Agreement.
- 2.4 Notwithstanding the above, use of the Equipment and/or Services will, in any event, constitute acceptance of these Terms by the Customer and an Agreement will come into force between the Parties on the basis of these Terms and the applicable Order Form.
- 2.5 The Supplier may make reasonable changes to the terms of an Agreement after giving the Customer one month's prior written notice of such changes.
- 3. Provision of the Services**
- 3.1 The Supplier shall provide the Services using a combination of the Supplier's infrastructure and the Network. The Customer acknowledges that the Services provided under an Agreement are subject to arrangements that are in the control of other networks and their operators (including the Network) and that are outside the control of the Supplier.
- 3.2 The Customer acknowledges that, due to the nature of technology, it is impossible to provide a continuous and fault-free Service. The quality and availability of the Services are also subject to certain limitations and circumstances outside the reasonable control of the Supplier. For example, the Services may be affected by local terrain (trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by the Customer.
- 3.3 The Customer shall provide to the Supplier, on request, any information and assistance that may be reasonably required to enable the Supplier to perform its obligations under an Agreement.
- 3.4 The Supplier shall use reasonable endeavours to provide the Equipment and/or Services within any timeframe specified in an Agreement but such timeframes are only estimates and provided for planning purposes only. The Supplier shall have no liability for any failure to meet the dates in an Agreement and time of performance of the Supplier's obligations shall not be of the essence.
- 3.5 The Supplier (or a Network Supplier) shall be entitled to:
- 3.5.1 refuse an order for Equipment and/or Services at its sole discretion;
- 3.5.2 change the codes or numbers allocated to the Customer in order to meet the national numbering requirements of Ofcom;
- 3.5.3 change the technical specification of the Services (provided that such change does not materially affect the performance of the Services) where necessary for operational reasons, or statutory or regulatory regimes;
- 3.5.4 make alterations to the Services including without limitation conversions, shifts, reconfigurations and renumbers. Such alterations may result in disruption to the Services;
- 3.5.5 give to the Customer instructions which the Supplier believes are necessary for health and safety reasons or for maintaining the quality of the Services, which the Customer shall comply with;
- 3.5.6 change the conditions or service levels relating to the Services in order to reflect contractual changes imposed on the Supplier by its suppliers or any decision, request by or change in the regulatory regime by the relevant regulatory authorities; and
- 3.5.7 interrupt the Services for operational reasons or because of an emergency.
- 3.6 The Supplier shall be entitled to record any or all calls to the Supplier's support services in order to monitor the quality of support for training purposes.
- 3.7 The Supplier (or a Network Supplier) may (without prejudice to its other rights) suspend the provision of Equipment and/or Services in whole or in part under any or all Agreements at any time including (without limitation): (a) if the Supplier is entitled to terminate any Agreement; (b) if the Customer does not pay any sum due and owing to the Supplier by the due date for payment under any Agreement; (c) if the Customer is in breach of clause 6.2 under any Agreement; (d) where it is necessary to comply with Legislation or an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including Ofcom, or a Network Supplier; (e) if in the Supplier's reasonable opinion fraud or Artificial Inflation of Traffic has taken place under any Agreement; (f) for any maintenance, modification, or technical failure of the Network; (g) to safeguard the security and integrity of the Network; (h) if the Customer does anything which (in the reasonably opinion of the Supplier) negatively impacts the Supplier's (or a Network Supplier's) reputation; (i) in accordance with clause 7.4.2; (j) if the Customer is in breach of clause 3.10; (k) where the Customer has exceeded any credit limit on its account; (l) where the Customer fails to comply with the Supplier's (or a Network Supplier's) policies; or (m) where the Customer breaches, or causes the Supplier (or a Network Supplier) to breach, Legislation or any consents, licences or authorisations. The Customer shall remain liable for any Charges that accrue during a period of suspension under this clause 3.7. The reconnection or reinstatement of any Equipment

- and/or Services after a period of suspension may be subject to the payment by the Customer of a reconnection or reinstatement fee.
- 3.8 The Supplier neither represents nor warrants that the Equipment and/or the Services will be provided uninterrupted, secure or error-free or that it will meet the Customer's requirements (even if those requirements have been notified to the Supplier in advance).
- 3.9 Subject to the terms of an Agreement, the Supplier shall exercise such reasonable skill and care in the provision of the Equipment and/or Services as may be expected of a reasonable fixed line communications provider.
- 3.10 The Customer may supply the Equipment and/or Services to its individual end users, but the Customer shall not resell or otherwise distribute the Equipment and/or Services. The Customer is responsible for all obligations relating to the Equipment and/or Services including the compliance of its individual end users with the terms of an Agreement and all applicable Legislation.
- 4. Access and Site Regulations**
- 4.1 The Customer undertakes to permit or procure permission for the Supplier or an authorised representative of the Supplier to have access to the Site(s) and Equipment at all times.
- 4.2 The Customer must, at its sole expense:
- 4.2.1 in relation to the Site and any third party premises or land in or on which the Site is situated, obtain all necessary consents and permissions;
- 4.2.2 prepare and provide a suitable location and environment for the installation and housing of the Equipment including data points or other enabling works that are required to be able to provide the Equipment and/or Services (including in accordance with the Supplier's reasonable instructions);
- 4.2.3 provide a secure electricity power supply (including back-up) and connection points where required; and
- 4.2.4 provide a suitable safe working environment for the Supplier and its authorised representatives at the Site.
- 4.3 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, liabilities, demands, actions, proceedings, damages, losses, charges, costs and expenses which may be brought against the Supplier in respect of or in any way arising out of or in connection with a breach by the Customer of this clause 4.
- 5. Equipment**
- 5.1 Unless otherwise agreed in writing, the risk in Equipment shall pass from the Supplier to the Customer when the Equipment is delivered to the Customer at the Site (or where applicable collected by the Customer).
- 5.2 Unless otherwise agreed in writing, title to any Equipment (if applicable) shall only pass to the Customer under an Agreement at the end of the applicable Minimum Term provided there are no outstanding Charges or other amounts due from the Customer to the Supplier under any Agreements.
- 5.3 Until title to the Equipment (if applicable) has passed to the Customer, the Customer shall:
- 5.3.1 not remove, deface or obscure any identifying mark on or relating to the Equipment;
- 5.3.2 maintain the Equipment in satisfactory condition and keep it insured against all risks from the date of delivery or collection (as applicable); and
- 5.3.3 not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way the Equipment.
- 5.4 If the Supplier provides the Customer with a router, this must be returned on termination of the applicable Agreement. If the router is not returned to the Supplier within thirty (30) days of the date of termination of the applicable Agreement, the Customer shall be charged the cost of replacing it.
- 5.5 The Supplier does not guarantee the continuing availability of a particular item of Equipment. The Supplier reserves the right to add to, substitute or discontinue any Equipment.
- 5.6 The warranty provided by the Supplier for the Equipment will be the same as the warranty provided by the manufacturer of the Equipment (including without limitation time period, scope and limitations).
- 6. Use of the Services**
- 6.1 The Customer shall use the Equipment and/or Services in accordance with the terms of an Agreement, the Supplier's (or a Network Supplier's) policies, and any other reasonable instructions as may be notified to the Customer by the Supplier from time to time.
- 6.2 The Customer must not use the Equipment and/or Services or allow or permit an end user to use the Equipment and/or Services:
- 6.2.1 in a way that does not comply with the terms of any Legislation or any codes of practice, regulations or any licence or authorisation applicable to the Customer and end user;
- 6.2.2 that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 6.2.3 in any way that constitutes the Artificial Inflation of Traffic;
- 6.2.4 for any purpose that may be a nuisance;
- 6.2.5 in any way that brings or could bring the name of the Supplier and/or a Network Supplier into disrepute;
- 6.2.6 in any way that in the Supplier's reasonable opinion could materially affect the quality of any telecommunications service or other service provided by the Supplier and/or a Network Supplier or that could cause the Network to be impaired;
- 6.2.7 to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to the Intellectual Property and rights of privacy) of others;
- 6.2.8 to obtain access through whatever means to notified restricted areas of the underlying Network;
- 6.2.9 to send and receive data in such a way or in such an amount so as to adversely affect the Network or other customers or suppliers of the Supplier; or

- 6.2.10 to engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or services within the meaning of sections 127 to 128 of the Communications Act 2003.
- 6.3 If the Supplier notifies the Customer or the Customer is aware that an end user has used the Equipment and/or Services in breach of clause 6.2 and the end user continues to use the Equipment and/or Services in breach of clause 6.2, (i) the Equipment and/or Services may be disconnected or deactivated by the Supplier (or Network Supplier); (ii) the Supplier may terminate any or all Agreements without liability with immediate effect by notice in writing to the Customer; and (iii) the Supplier may enter the Site or any other premises where the Equipment is stored to retrieve the Equipment. The Customer shall be liable to pay any applicable Termination Fees pursuant to clause 10.6 under any applicable Agreements.
- 6.4 If, in the Supplier's reasonable opinion, the Customer is using the Equipment and/or Services for a fraudulent or unlawful purpose, the Supplier may deactivate or disconnect the Equipment and/or Services immediately and terminate any or all Agreements without liability with immediate effect by notice in writing to the Customer. The Customer shall be liable to pay any applicable Termination Fees pursuant to clause 10.6 under any applicable Agreements.
- 6.5 Subject to the provisions of any applicable Legislation, regulation or licence condition, all telephone numbers allocated to the Customer and all rights in those telephone numbers shall belong to the Supplier. The Customer shall not sell or transfer or attempt to sell or transfer the rights of ownership of any telephone number provided to the Customer by the Supplier to a third party.
- 6.6 The Supplier shall have the right to reallocate telephone numbers allocated to the Customer if those numbers are not used for a period of six (6) consecutive weeks.
- 6.7 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, liabilities, demands, actions, proceedings, damages, losses, charges, costs and expenses which may be brought against the Supplier in respect of or in any way arising out of or in connection with a breach by the Customer of this clause 6.
- 6.8 The Customer shall only use the Equipment and/or Services for their intended purpose and in a careful and proper manner in compliance with the Supplier's instructions, specifications and policies.
- 7. Charges and Payment**
- 7.1 The Charges for the Equipment and/or Services shall be as set out in the Order Form.
- 7.2 The Customer shall pay the Charges, via direct debit, to the Supplier in accordance with this clause 7 and as specified in the applicable Order Form. Unless otherwise specified in the Order Form, payment of all amounts due shall be made by the Customer within 14 days of the date of invoice.
- 7.3 All Charges payable under an Agreement are exclusive of all value-added and other taxes and duties applicable to the sale, licensing and supply of the Equipment and/or Services, which will be payable by the Customer.
- 7.4 If the Customer does not pay any amount properly due to the Supplier under or in connection with any Agreement on or before the due date for payment, the Supplier may, without prejudice to its other rights:
- 7.4.1 either (i) charge the Customer interest on the overdue amount at the rate of 4% per year above the base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be payable on demand); or (ii) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 7.4.2 suspend the provision of the Equipment and/or Services under any or all Agreements until payment has been received in full.
- 7.5 Unless agreed otherwise in writing, all Charges can be changed by the Supplier upon giving the Customer one month's prior written notice.
- 7.6 The Charges for the Equipment and/or Services under an Agreement shall increase on each anniversary of the Commencement Date by an amount equal to the increase in the RPI published in January of that year.
- 7.7 Any payments made by the Customer and returned by the bank will incur a £15 administration charge, which will be payable by the Customer. Where the Customer is situated outside the UK the Customer shall be responsible for transferring the relevant funds internationally to the Supplier's nominated account and for paying any fees relating to such transfer.
- 7.8 If the Customer wishes to dispute any invoice, the Customer must notify the Supplier in writing of such dispute within 20 Business Days of receipt of the invoice, failing which the Customer will be deemed to have accepted the invoice.
- 7.9 The Customer shall make all payments properly due under an Agreement without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 8. Intellectual property rights and data**
- 8.1 All Intellectual Property in or arising out of or in connection with the Equipment and/or Services shall be owned by the Supplier or its licensors.
- 8.2 Subject to the terms of an Agreement and any Network Software Licence provided with the Equipment and/or Services, the Supplier shall use reasonable endeavours to grant, or ensure that its operators grant, to the Customer a non-transferable, non-sublicensable, and non-exclusive licence to use the Network Software during the term of an Agreement for the applicable Equipment and/or Services in object code form for the Customer's internal use.
- 8.3 Where the Customer does not accept the terms of the Network Software Licence, the Customer will not be able to use the relevant feature of the Equipment and/or Services to which the Network Software Licence relates and the Supplier shall not be liable for any failure to provide the Equipment and/or Services which rely on acceptance of the Network Software Licence.
- 8.4 The Customer shall not copy, modify, reverse engineer, adapt, translate, decompile, disassemble, make error corrections, license, sub-license, or resell any Network Software in whole or part, unless expressly permitted to do so by the Supplier or by relevant Legislation.

- 8.5 The Supplier owns all data generated by it or related to the operation or performance of the Services. This operational and performance data does not include any Personal Data (which, for the avoidance of doubt, shall be dealt with subject to the provisions of clause 11).
- 8.6 The Customer owns all data provided by or on behalf of the Customer to the Supplier in connection with the Services. The Supplier may use this data as required for the purpose of performing the Services.
- 8.7 The Customer authorizes the Supplier to retain and use a copy of the data referred to in clause 8.6 above, in an anonymized aggregated form (such that the identity of the Customer and any data subject is not ascertainable) for the purpose of carrying out data analytics in relation to the services provided to its customers and otherwise developing new products and services ("**Statistical Data**").
- 8.8 The Customer hereby grants the Supplier a non-exclusive, royalty free, fully-paid, irrevocable worldwide right and licence to access, review, analyse, use, manipulate, copy, and modify the Statistical Data for its own purposes, including but not limited to using the information to produce and distribute reports, analyses and data based upon the Statistical Data. However, except as regards such anonymization and use of the Statistical Data, the Supplier shall not use for its own purposes or disclose to any third parties Statistical Data that identifies the Customer or anyone to whom calls are made using the Equipment and/or Services. It is understood, however, that the foregoing restriction shall not apply to disclosures of Statistical Data that are:
- 8.8.1 required by Legislation in response to a request from law enforcement authorities;
- 8.8.2 made in connection with a court order or other similar demand;
- 8.8.3 made in connection with a contemplated merger, acquisition or similar transaction;
- 8.8.4 made to the Supplier's Affiliates or related companies; or
- 8.8.5 made to the Supplier's Network Suppliers for delivering the Services on behalf of the Supplier.
- 9. Liability**
- 9.1 Nothing in an Agreement shall be deemed to exclude or limit the Supplier's liability in respect of:
- 9.1.1 death or personal injury resulting from negligence;
- 9.1.2 fraud or fraudulent misrepresentation; or
- 9.1.3 anything which cannot be excluded or limited by law.
- 9.2 Subject to clause 9.1, in no event, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall the Supplier be liable for (a) (in each case, whether such loss is a direct or indirect loss) any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or (b) any special, indirect or consequential loss or damage whatsoever.
- 9.3 Subject to clauses 9.1 and 9.2, the Supplier's maximum aggregate liability under or in connection with an Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be limited to the Charges paid by the Customer under that Agreement in the calendar year in which the loss or damage occurred.
- 9.4 If the Supplier is prevented or delayed in the performance of any of its obligations under an Agreement by a Force Majeure Event, then the Supplier will be excused from the performance or punctual performance, as the case may be, of such obligations for the duration of the Force Majeure Event.
- 9.5 The Supplier shall have no liability to the Customer to the extent caused by or arising from any acts or omissions of the Customer or any third party (excluding the Supplier's subcontractors or suppliers).
- 10. Term and Termination**
- 10.1 Each Agreement shall commence on the applicable Commencement Date and shall continue until terminated by either Party in accordance with its terms.
- 10.2 Each Agreement will be subject to a Minimum Term which shall commence on the applicable Service Commencement Date.
- 10.3 After the expiry of its Minimum Term, either party may, without prejudice to any of its other rights arising under an Agreement, terminate that respective Agreement by giving the other not less than 30 days prior written notice.
- 10.4 The Supplier may, without prejudice to any of its other rights arising under an Agreement, terminate any or all Agreements with immediate effect by notice in writing, if:
- 10.4.1 the Customer commits a material breach of an Agreement which is irremediable or, if capable of remedy, fails to remedy such breach within 20 calendar days after being given notice in writing specifying the breach and requiring the same to be remedied (the parties agreeing that a breach of clause 6.2 shall be a material breach);
- 10.4.2 the Customer breaches Legislation or any regulation or code of conduct;
- 10.4.3 the Customer fails to pay any Charges or other amounts to the Supplier by the due date for payment;
- 10.4.4 any of the following events occur: (i) the presentation of a petition for winding up of the Customer; (ii) the Customer is the subject of an order or an effective resolution is passed for winding up the Customer; (iii) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Customer; (iv) if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Customer; (v) the Customer making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (vi) the Customer goes into liquidation; (vii) the Customer becoming unable to pay its debts or otherwise becoming insolvent, (viii) the Customer ceasing, or threatening to cease, to carry on

	business, or (iv) any similar or analogous event occurs;	11.1	The Parties will each comply with the provisions of the Data Protection Laws in connection with each Agreement. This includes the obligation of the Customer to duly inform involved data subjects about the processing of their personal data by the Supplier under the instruction of the Customer.
10.4.5	required to do so by a Network Supplier or any applicable regulatory or administrative body;		
10.4.6	the Supplier or a Network Supplier reasonably believes the Equipment and/or Services are being used in an unauthorised way or for improper, fraudulent or unlawful activity;	11.2	The Parties acknowledge that, in respect of any personal data which the Supplier processes on behalf of the Customer in connection with an Agreement, including but not limited to the data generated by or related to the provision of the Equipment and/or Services, the Customer shall be the controller and the Supplier shall be the processor.
10.4.7	in accordance with clause 6.3, 6.4 or 11.6;		
10.4.8	the Supplier or a Network Supplier ceases to have any consent, licence or authorisation required to provide the Equipment and/or Services or would breach Legislation in continuing to provide the Equipment and/or Services;	11.3	The Supplier shall only collect, process, store, and use personal data:
10.4.9	there has been any delay or failure in performance under an Agreement resulting from any Force Majeure Event, which delay or failure shall have continued for a period of at least one calendar month; or	11.3.1	as required to meet the Customer's lawful, documented, and reasonable instructions (which shall unless otherwise agreed be to process personal data to the extent that such is necessary for the performance of an Agreement and the improvement of the Equipment and/or Services); and
10.4.10	an Agreement is suspended under clause 3.7 for at least one calendar month.	11.3.2	as required to comply with Legislation to which the Supplier is subject, in which case the Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before processing that personal data.
10.5	The Customer may, without prejudice to any of its other rights arising under an Agreement, terminate that Agreement with immediate effect by notice in writing, if the Supplier commits a material breach of that Agreement which is irremediable or, if capable of remedy, fails to remedy such breach within 20 calendar days after being given notice in writing specifying the breach and requiring the same to be remedied.	11.4	The Customer instructs the Supplier to collect, process, store and use the personal data for the purpose as included under clause 11.3 above.
10.6	If any Agreement(s) are terminated by the Customer prior to the expiry of their respective Minimum Term(s), or by the Supplier in accordance with clause 10.4, the Customer shall pay the Monthly Recurring Charges for each unexpired month of the Minimum Term(s) (" Termination Fees ").	11.5	The Customer hereby consents to the Supplier's appointment of sub-processors who may from time to time be engaged by the Supplier in support of the Supplier's provision of the Equipment and/or Services to the Customer, including, but not limited to, in relation to the provision of any Network services or functionality.
10.7	Upon termination of an Agreement, the Customer shall, (i) promptly return to the Supplier or otherwise dispose of, as the Supplier may instruct, any Confidential Information which the Customer may have in its possession or under its control; (ii) pay to the Supplier all outstanding Charges and other amounts, sums and interest due under that Agreement, any cancellation charges as specified in the Order Form, any cessation charges incurred by the Supplier from its suppliers in relation to the Equipment and/or Services, any porting and/or disconnection fees, and any incentives or promotions (or the liquidated value of same) provided to the Customer, in each case, within 7 days of the date of termination; and (iii) promptly return to the Supplier all of the Equipment which has not been fully paid for and where title (if applicable) has not passed to the Customer, and cease using them from the date of termination.	11.6	The Customer may revoke its consent for the processing of personal data in relation to an Agreement at any time. Such revocation must be presented to the Supplier in writing and shall not affect such Agreement or the Customer's obligations (including payment obligations) under such Agreement. The Customer acknowledges that as a result of such revocation the Supplier may not be able to provide the Equipment and/or Services. To the extent that the revocation of the Customer's consent materially impacts the Supplier's ability to provide the Equipment and/or Services, the Supplier shall be entitled to terminate the applicable Agreement without liability with immediate effect by notice in writing.
11.	Data Protection	11.7	The Supplier shall implement appropriate technical and organisational measures to protect any personal data collected under an Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.
	For the purposes of this clause 11, "personal data", "process/processing", "controller", "processor", "data subject", and "personal data breach" shall have the same meaning as in the Data Protection Laws. " Data Protection Laws " means in relation to any Personal Data which is processed in the provision of the Services, the General Data Protection Regulation (EU) 2016/679 (" GDPR ") and the Data Protection Act 2018.	11.8	Upon becoming aware of a personal data breach, the Supplier shall use reasonable endeavours to:

- 11.8.1 notify the Customer without undue delay and in any event within 72 hours; and
- 11.8.2 co-operate with the Customer in the investigation, mitigation and remediation of that personal data breach, provided in each case that the Customer shall reimburse the Supplier in full for all costs (including for internal resources and any third party costs) reasonably incurred by Supplier in performing its obligations under this clause 11.8.
- 11.9 The Supplier shall:
- 11.9.1 ensure that its employees who may have access to the personal data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
- 11.9.2 on termination or expiry of an Agreement or, if sooner, the Service to which it relates, at the Customer's request, either delete or return to the Customer all personal data processed by the Supplier and any copies of it or of the information it contains except where it is necessary to retain such personal data for the purposes of compliance with Legislation applicable to the Supplier. For the avoidance of doubt this shall not apply to the Statistical Data which the Supplier shall be entitled to retain.
- 11.10 The Customer as controller warrants that:
- 11.10.1 it has all authority, licences, approvals and consents necessary or required to enable the Supplier to process the personal data in accordance with the Data Protection Laws for the purposes of each Agreement;
- 11.10.2 it has complied with and shall, during the term of each Agreement, continue to comply with the obligations of a controller under the Data Protection Laws.
- 11.11 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, liabilities, demands, actions, proceedings, damages, losses, charges, costs and expenses which may be brought against the Supplier in respect of or in any way arising out of or in connection with a breach by the Customer of clause 11.10.
- 11.12 The Parties acknowledge that they have agreed that the Customer will respond to enquiries from data subjects, any governmental, regulatory and/or judicial body concerning the processing of personal data by the Supplier and the Customer should have sufficient processes in place to handle such enquiries.
- 11.13 The Annex to each Agreement sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of GDPR or equivalent provisions of any Data Protection Laws. As between the Parties, nothing in the Annex confers any right or imposes any obligation on either Party.
- 12. Confidential Information**
- 12.1 Each Party agrees that for the duration of an Agreement and for a subsequent period of three years after such Agreement terminates or expires they will keep any Confidential Information of the other Party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with the Agreement. The provisions of this clause 12 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of the Agreement or which such Party is required to disclose by law, any court or any regulatory or governmental body.
- 13. General**
- 13.1 No breach of any provision of an Agreement will be waived except with the express written consent of the Party not in breach.
- 13.2 If any provision of an Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of such Agreement will continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 13.3 Subject to clause 2.5, an Agreement may only be varied by a written document signed by or on behalf of each of the Parties.
- 13.4 The Supplier may freely assign its rights and obligations under an Agreement without the Customer's consent. Save as expressly provided in an Agreement, the Customer may not, without the prior written consent of the Supplier, assign, transfer, charge, license or otherwise dispose of or deal in an Agreement or any rights or obligations under such Agreement.
- 13.5 Each Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party save for any third party software sub-licensing provisions. The right of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to an Agreement is not subject to the consent of any third party.
- 13.6 Each Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.
- 13.7 Unless expressly set out in an Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.
- 13.8 Failure or delay by either Party in enforcing or partially enforcing any provision of an Agreement will not be construed as a waiver of any of its rights under such Agreement. Any waiver by one Party of any breach of, or any default under, any provision of an Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of such Agreement.
- 13.9 The formation, existence, construction, performance, validity and all aspects of each Agreement shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Annex: Personal Data

This Annex includes certain details of the processing of the personal data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Law.

Subject matter of the processing of the personal data

The provision of fixed line telephony services.

Duration of the processing of the personal data

Personal Data will be processed for the term of an Agreement and as required for the provision of post agreement support.

The nature and purpose of the processing of the personal data

Personal Data will be processed in the provision of fixed line telephony services and all associated administration.

The types of the personal data to be processed

Name, job title, email address, telephone number and call data records.

The categories of data subject to whom the personal data relates

Employees of the Customer.

The obligations and rights of the controller

The obligations and rights of the controller are set out in the Agreement.